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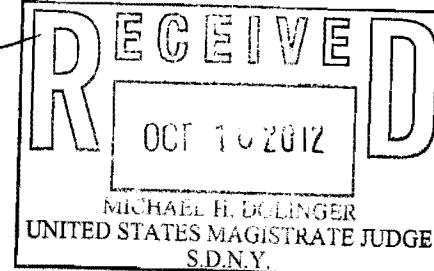
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U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

The deadline to complete service is
extended to Nov. 16, 2012 to allow
plaintiff to file its
complaint by Oct. 12, 2012.
October 9, 2012

VIA HAND DELIVERY

Hon. Michael H. Dolinger,
United States Magistrate Judge
United States District Court for the
Southern District of New York
500 Pearl Street, Room 1670
New York, NY 10007-1312



Re: St. Paul Fire & Marine Ins. Co. v. Aseguradora de Creditos y Granatias, S.A.
12-Civ-4627 (LAK) (MHD)

Dear Judge Dolinger:

We represent plaintiff, St. Paul Fire & Marine Insurance Company ("St. Paul"). We write to advise the Court that formal service upon the defendant, Aseguradora de Creditos y Granatias, S.A. ("ACG"), an Argentine insurance company, is not complete. As discussed more fully below, once it became clear to us that ACG might not waive service, we began the process of serving ACG in Argentina using the procedure established by the Hague Convention. We ask the Court not to dismiss the action even though 120 days soon will elapse from the date the complaint was filed with this Court. The 120 period set forth by FRCP 4(m) is not applicable where, as here, formal service can only be made in a foreign jurisdiction.

St. Paul filed its complaint with this Court on June 13, 2012. The following day, on June 14, 2012, St. Paul (through counsel) wrote to ACG's Argentine lawyers, Fretes & Arieu, enclosing a copy of the complaint together with ancillary documents (for example, a waiver of service). St. Paul asked ACG to waive formal service. In mid-August 2012, we were contacted by Cleary Gottlieb Steen & Hamilton LLP, which asked St. Paul to extend ACG's time in which to waive service to September 12, 2012. We agreed to ACG's request.

In late September, we contacted Cleary Gottlieb to ask whether ACG had reached a decision whether to waive formal service. After an exchange of several telephone messages and following several calls, we learned yesterday that ACG still had not made a decision whether to waive formal service.

Last week, in anticipation that ACG might not waive service, we engaged TransPerfect Legal Solutions to effect service on ACG in Argentina pursuant to the Hague Convention. We now ask this Court to afford St. Paul a reasonable opportunity to complete

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Hon. Michael H. Dolinger,

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formal service and not to dismiss the complaint for failing to make timely service. In this regard, FRCP 4(m) provides that the 120 day period to effect service does not apply where, as here, service may only be made upon the defendant in a foreign country. In the alternative, St. Paul would respectfully request an enlargement of time within which to complete formal service on ACG in Argentina under the Hague Convention.

Respectfully,



John F. Finnegan

cc: David Y. Livshiz, Esq.
David M. Raim, Esq.

(By Hand and Email)
(By Email)

FAX Cover Sheet

Date: October 10, 2012

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Re: **St Paul Fire & Marine Insurance Company v. Aseguradora De Creditos Y Granatias, S.A.**
12 Civ. 4627 (LAK) (MHD)

Endorsed order: "The deadline to complete service is extended to Nov. 16, 2012 to permit plaintiff to utilize the procedures of the Hague Convention."

From: Magistrate Judge Michael H. Dolinger
United States District Court
Southern District of New York
500 Pearl Street, Room 1670
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